

Master Services Provider Agreement
State of Nevada Department of Health and Human Services
Aging and Disability Services Division
Autism Treatment Assistance Program / Early Intervention Services Program
&

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Provider Name	
<hr/>	
Business Name	
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Business Address	
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Telephone Number	Fax Number
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Tax Identification Number	Vendor Number

This Agreement between State of Nevada, Department of Health and Human Services, Aging and Disability Services Division, Autism Treatment Assistance Program (ATAP), and/or Nevada Early Intervention Services (NEIS) Program, (hereinafter called "State" or "Division" or "Program") and the undersigned Provider, or Provider group, and its members (hereinafter called "Provider") is dated as set forth below and is made pursuant to Nevada Revised Statutes, Chapter 427A there under and PL 108-446 (IDEA, 2004), respectively, to provide appropriate and timely services authorized for reimbursement by the particular Program (hereinafter called "Services") to eligible Division Recipients (hereinafter called "Recipients"). State of Nevada, Aging and Disability Services Division, ATAP and EIS, are authorized to contract for and Provider is ready, willing and able to provide such services. Therefore, in consideration of the mutual promises and other valuable consideration exchanged by the parties hereto:

I. Provider Agrees:

1. To adhere to standards of practice, professional standards and levels of Service as set forth in all applicable local, state and federal laws, statutes, rules and regulations as well as administrative policies and procedures set forth by the Division relating to the Provider's performance under this Agreement.
2. To operate and provide Services to qualified Recipients without regard to age, sex, race, color, religion, national origin, sexual orientation, disability or type of illness or condition. To provide Services in accordance with the terms of Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794).
3. To operate and provide Services to qualified Recipients in compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offer for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
4. To provide Services and seek claims reimbursement in accordance with the terms, conditions and requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 contained in 45 CFR 160 and 164 and the Americans with Disabilities Act of 1990 (P.L. 101-336), 42 U.S.C. 12101, and regulations adopted hereunder contained in 28 CFR. §§ 36.101 through 36.999, inclusive.
5. To obtain and maintain all licenses, permits, certification, registration and authority necessary to do business and render service under this Agreement. Where applicable, the provider shall comply with all laws regarding safety, unemployment insurance and workers compensation. Copies of applicable licensure/certification must be submitted at the time of each license/certification renewal.
6. Provider shall be knowledgeable of and abide by all applicable federal and state laws, rules, regulations and policies related to Autism Spectrum Disorder and/or early intervention services including but not limited to 34 CFR Part 303 of the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), 34 CFR Part 99 (Family Education Rights and Privacy Act (FERPA), and Nevada IDEA Part C Office-Early Intervention Services Policies.

ADSD – ATAP/NEIS Provider Agreement – BOE Approved Date: 01/13/2015

7. To adhere to standards of practice, professional standards and levels of Service and to comply with all applicable local, state and federal laws, statutes, rules and regulations as well as any applicable administrative policies and procedures set forth by the Division relating to the Provider's provision of Services and submitting reimbursement claims pursuant to the Program and this Agreement, and any changes thereto during the term of this Agreement.
 - a. All relevant Program statutes, regulations, administrative policies and procedures, Scope(s) of Work, and rates for services are hereby incorporated into this Agreement as ATTACHMENT AA, "Scope of Work".
 - b. Any changes to the requirements outlined in ATTACHMENT AA during the term of this Agreement shall automatically be incorporated into this Agreement.
8. To provide for insurance coverage for any business liability and/or professional acts or omissions pursuant to this Agreement. To the fullest extent permitted by law, provider shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expense, including, without limitation, reasonable attorneys' fees and cost, arising out of any alleged negligent or willful acts or omissions of Provider, its officers, employees and agents.
 - a. Any waiver to any particular Insurance Requirement must be requested and justified in writing by the Provider, and approved by the Division.
 - b. All relevant Insurance coverage requirements, waivers of requirements, insurance schedules, Program statutes, regulations, administrative policies and procedures are hereby incorporated into this Agreement as ATTACHMENT BB.
 - c. Any changes to the requirements outlined in ATTACHMENT BB during the term of this Agreement shall automatically be incorporated into this Agreement.
9. All prospective providers must read and adhere to the Billing and Provider Services Manual for the specific Program applied for.
 - a. All relevant Program statutes, regulations, administrative policies and procedures, reimbursement and billing guidelines constitute the "Billing and Provider Services Manual" and are hereby incorporated into this Agreement as ATTACHMENT CC.
 - b. Any changes to the requirements outlined in ATTACHMENT CC during the term of this Agreement shall automatically be incorporated into this Agreement.
10. No Services may be provided to a Recipient, nor reimbursement claimed, prior to Provider's (and any of the Provider's applicable subcontractors) separate execution and delivery of the Division's Business Associate Agreement or otherwise receipt of the Division's concurrence in writing that Provider's (or applicable subcontractor's) Services fall within an exception from the HIPAA business associate requirements recognized by the federal Office of Civil Rights (HIPAA Privacy). Provider will have a duty to disclose to the Division any of its subcontractors that are providing business associate functions or activities (having access to Protected Health Information) including without limitation: claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, repricing, legal services, accounting services, consulting services, data aggregation, and office management.
 - a. The Division's Business Associate Agreement shall be incorporated into this Agreement as ATTACHMENT DD.
 - b. Any changes to the requirements outlined in ATTACHMENT DD during the term of this Agreement shall automatically be incorporated into this Agreement.
11. The "Provider Enrollment Application" submitted and signed by the Provider shall be incorporated into this Agreement as ATTACHMENT EE.
12. To exhaust all Administrative remedies prior to initiating any litigation against the Division.
13. That the Provider's books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Provider or its subcontractors, financial statements and supporting documentation, and documentation related to the Services and reimbursement claims under this Agreement shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Provider where such records may be found, with or without notice by the Division or its designee. All subcontracts shall reflect requirements of this paragraph.

14. That the Division reserves the right to use appropriate enforcement actions to correct substantial non-compliance related to ATAP, NEIS, and/or IDEA Part C Office provider certification, or auditing. ATAP, NEIS, and/or IDEA Part C Office will notify the State Aging and Disability Services Division of impending enforcement actions. Enforcement actions agreed upon by the ATAP, NEIS, and/or IDEA Part C Office and State Aging and Disability Services Division may include: a) denying payment for services for which noncompliance is documented; b) delaying reimbursement until correction(s) is made of substantial noncompliance; c) halting all new referrals until the deficiency is corrected; d) delaying payment if all required data or corrective action reports are not submitted by timeline required; e) amending the provider agreement to revise the ending date; f) requiring mandatory training or technical assistance from either ATAP, NEIS, and/or IDEA Part C Office staff related to noncompliance or g) terminating or non-renewal of the service provider agreement.
15. The Provider will have the opportunity to meet with ATAP, NEIS, and/or IDEA Part C Office and State Aging and Disability Services Division to review the available data, explain what will be necessary to achieve compliance and determine what evidence must be provided to review the enforcement actions.
16. Attend and participate in all trainings that are made mandatory by the State, Aging and Disability Services Division, ATAP, NEIS, and/or IDEA Part C Office.
17. That by signing this Agreement, Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp.19150-19211). This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
18. That the Provider is associated with the State only for the purposes and to the extent specified in this Agreement, and in respect to performance of the agreed services pursuant to this Agreement, Provider is and shall be an independent contractor and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Provider or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Provider shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees.
19. All notices must be in writing and shall be deemed received when delivered in person; by email; or, if sent to address on file by first-class United States mail, proper postage prepaid. Provider shall notify the Division and/or Fiscal Agent within five (5) working days of any of the following:
 - a. Any action which may result in the suspension, revocation, condition, limitation, qualification or other material restriction on a Provider's licenses, certifications, permits or staff privileges by any entity under which a Provider is authorized to provide Services including indictment, arrest or felony conviction or any criminal charge.
 - b. Change in corporate entity, servicing locations, mailing address or addition to or removal of practitioners or any other information pertinent to the receipt of Division Funds.
 - c. When there is a change in ownership, the terms and agreements of the original Agreement is assumed by the new owner, and the new owner shall, as a condition of participation, assume liability, jointly and severally with the prior owner for any and all amounts that may be due, or become due to the Division, and such amounts may be withheld from the payment of claims submitted when determined. Change in ownership requires full disclosure of the terms of the sale agreement.
20. Ensure provider's staff is respectful and professional while providing services with families.

II. Division Agrees:

1. To check the List of Excluded Individuals/Entities on the Office of Inspector General (OIG) website prior to hiring or contracting with individuals or entities and periodically check the OIG website to determine the participation/exclusion status of current employees and contractors.
2. To make available all templates of program forms, preferably electronically, relevant training notices, policy documents and other necessary information that may be required for use by the service provider.

III. Both Parties Agree:

1. That this Agreement may be terminated as follows:
 - a. Termination without Cause. Any discretionary or vested right of renewal notwithstanding, this Agreement may be terminated upon written 30-day notice by mutual consent of both parties or unilaterally by either party without cause.
 - b. State Termination for No appropriation. The continuation of this Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Agreement upon 30-day notice, and Provider waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Division's funding from State and/or Federal sources is not appropriated or is withdrawn, limited, or impaired.
 - c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon 30-day written notice of default or breach to the other party.
 - d. Winding Up Affairs upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:
 - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those, which are undisputed and otherwise not subject to set off under this Agreement or the Program;
 - ii. Provider shall preserve, protect and promptly deliver into State possession all proprietary information owned by the State, if any.
2. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of outstanding unreimbursed claims submitted pursuant to the Program.
3. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
4. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-interest that would require the application of the law of any other jurisdiction. Provider consents to the jurisdiction of the Nevada district courts for enforcement of this Agreement.
5. This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

6. **Contract Closeout:** When a provider agreement expires and there is not intent to renew or extend the agreement or the agreement is terminated, contract close-out procedures must be completed to ensure that the terms of the agreement have been accomplished. Aging and Disability Services Division will appoint a fiscal and a program staff employee to serve as the official close-out team. The primary responsibility of the close-out team will be to coordinate with the community provider to develop a plan for reaching a settlement with payment deadlines. The close-out team will review all documents and begin discussions to resolve any outstanding claims and/or issues with the provider. The community provider will assist in the orderly cessation of operations as specified by a termination letter or electronic correspondence which will be developed and signed by both parties, giving consideration to these and any additional issues:
 - A listing of the provider's obligations;
 - A schedule for resolving any provider performance issues;
 - A schedule for the provider to submit outstanding invoices and payments, inventory schedules and other necessary accounting/fiscal documents;
 - Arrangements to return any state-owned equipment, resources or assistive technology devices to Aging and Disability Services Division;
 - Arrangements to cancel any supplies, equipment, and/or services ordered but not delivered;
 - The provider will cancel any subcontracts and settle any outstanding billing claims; and
 - Notification to the provider that all debts are past due after 60 days of the payment date and any past due debts will be assigned to the State Controller for collection.
7. **Transfer of Children's Caseloads and Records:** If the Aging and Disability Services Division does not renew or terminates a provider agreement, the provider will assist in the orderly transfer of children served under this agreement. The provider must complete documentation and any necessary follow-up on all currently enrolled children and will develop a plan to transfer all children receiving services to another provider, as directed by the Program. Arrangements for transferring children caseloads and records to the new community provider or Nevada Early Intervention Services. Failure to fulfil this requirement may result in the final payment being decreased by Aging and Disability Services Division. Aging and Disability Services Division will notify the IDEA Part C Office that all referrals will be discontinued to the community provider.
8. **Contract Closure:** By the due date established by the Aging and Disability Services Division's close-out term, the community provider is required to submit final financial reports. To close out the contract, Aging and Disability Services Division must be certain that all terms of the termination agreement have been accomplished before any final payment to the provider is approved. Pursuant to chapter 353C of Nevada Administrative Code, Aging and Disability Services Division will send a certified letter to the provider with notification that any unpaid debt will be turned over to the State Controller for collection with 60 days after the debt becomes past due, unless the provider requests an administrative hearing to contest the existence or amount of the debt.
9. Aging and Disability Services Division may refuse to transact business with a provider who owes a debt to the State of Nevada or any of its agencies. Aging and Disability Services Division will provide written notification to the community provider when the provider agreement is closed.

IV. Reimbursement:

1. The Program will provide reimbursement payment for authorized and timely claimed Services provided to qualified Recipients by the enrolled Provider, for any such Services actually and properly rendered by the Provider in accordance with Program statutes, regulations, administrative policies and procedures. The Program's reimbursement rates may vary over the term of this Agreement and must conform to the established reimbursement rates in force with respect to the Program's receipt of each Provider claim.
2. The Provider is responsible for the validity and accuracy of claims whether submitted on paper, electronically or through a billing service.
3. Provider shall immediately repay the Program in full for any claims where the Provider received payment from another party or the Recipient after being paid by the Program. Provider agrees excess payments beyond authorized reimbursement to a Provider may be deducted from future Program payments at the discretion of the Program.
4. Provider agrees to be responsible for federal or state sanctions or remedies including but not limited to reimbursement, withholding, recovery, suspension, termination or exclusion on any claims submitted or payments received. Any false

claims, statements or documents concealment or omission of any material facts may be prosecuted under applicable federal or state laws.

5. Provider shall submit billing invoices no later than the 10th day of the following month. Invoices should be routed to the regional office for verification, who in turn will forward to Aging and Disability Services Division for payment approval.
6. Provider shall bill/invoice the Program according to the most currently established Rates List, and include a signed dated invoice with required supporting documentation, reflecting actual services provided and delivered to eligible recipients and their families as set forth in the "Service Plan". These rates current as of the signing of this agreement, are located in the "Scope of Work" (ATTACHMENT AA), and are subject to change according to the policies of the Division.
7. Provider shall use the billing forms and process that the state program provides for proper reimbursement as specified in the "Billing and Provider Services Manual" (ATTACHMENT CC). Provider shall ensure that the invoices submitted for reimbursement are accurate and timely. Incomplete bills and backup documentation will be returned by the Program to the Provider for correction which will delay reimbursement.
8. Provider shall provide data and other pertinent information as requested to ATAP, NEIS, and/or IDEA Part C Office and Aging and Disability Services Division.
9. Provider shall promptly refund the Aging and Disability Services Division for any duplicate or erroneous payments received.
10. Provider shall assume responsibility and liability for any damage or loss, of any kind or nature whatsoever to any person or property, caused by or resulting from any error or omission of the Provider, or negligent act of the Provider, arising from the performance of the services contained in this Agreement. Provider shall assume responsibility and liability for any remedies ordered by ATAP, NEIS, and/or IDEA Part C Office and associated expenses incurred from a complaint investigation, mediation, and/or due process hearing.
11. Provider shall ensure effective implementation of procedural safeguards for each eligible child and family, pursuant to federal ATAP, NEIS, and/or IDEA Part C Office regulations including FERPA and HIPAA.

V. Term of Agreement

This Agreement shall commence on the _____ day of _____, 20____. This Agreement will automatically renew for successive one-year terms unless terminated upon notice by either party.

The Division may terminate this agreement immediately when the Division receives notification that the Provider no longer meets any applicable professional credential/licensing/insurance requirements required as part of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
3416 Goni Road D-132
Carson City, NV 89706
Phone: 775-687-4210
Fax: 775-687-4264

Provider Name

Business Name

Authorized Signature

Print Name

Print Title

Date

Authorized Signature

Print Name

Print Title

Date

Attachment AA

State of Nevada

Aging and Disability Services Division / Early Intervention Services

Scope of Work

Provider Name (Organization/Service Provider)

The Provider named above is a Service Provider of the following Provider Type (check one):

- ☐ Comprehensive Early Intervention Services – Reference Pages 3 to 5
- ☐ Medical Transcription Services– Reference Pages 6 to 7
- ☐ Language Interpretation and Translation Services– Reference Pages 8 to 9
- ☐ Individual Early Intervention Services– Reference Pages 9 to 11

Provider Type Specific Scope of Work

The following content is broken into sections that are applicable ONLY to each specific Provider Type. Please refer to the section/pages applicable to the Provider Type of the named Service Provider.

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Comprehensive Early Intervention Services

Definition of Comprehensive Early Intervention Services

Comprehensive Early Intervention Service providers coordinate all services and may subcontract provision of certain services to children eligible for Early Intervention Services in compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.

The service provider has represented to the State of Nevada, Aging and Disability Services Division, the ability to provide comprehensive early intervention services as defined in Part C, IDEA regulations, certifying that early intervention providers meet all current state credentialing and/or licensure requirements established as of the effective date of this Agreement. The ability to provide the following services must be demonstrated through the application process.

The Service Provider agrees to:

Policies

1. Attend and participate in all trainings that are made mandatory by the State, Aging and Disability Services Division and/or IDEA Part C Office.
2. Accept and retain all referrals according to an agreed upon service capacity schedule, unless an exception is mutually agreed upon by both parties.
3. Provide comprehensive early intervention services to eligible children with Individualized Family Service Plans each month.
4. Ensure the provision of services using appropriately credentialed and/or licensed providers and to maintain the integrity of the IFSP process through accurate and timely implementation of the services as mutually determined and agreed to by the IFSP Team and consented to in writing by the child's parent/legal guardian.
5. Ensure that services are family-centered, culturally competent and are provided in home and/or at community activities and settings. Family members have an integral and equal role in service planning, supporting the child's participation in early intervention services and meeting the outcomes identified in the IFSP.
6. Participate in planning, development, review and revision of IFSPs for children covered under this Agreement in a timely and comprehensive manner according to the state and federal reporting deadlines.
7. Provide service(s) to eligible children and their families upon referral as set forth in the Individualized Family Service Plan (IFSP).
8. Establish personnel procedures including work performance standards, tracking licenses/credentials of all personnel providing direct early intervention services and conducting annual employee appraisals.
9. Enter, update and report child data in accordance with the IDEA Part C state and federal data reporting requirements.

10. Maintain accurate child clinical records for a period of no less than 23 years from discharge from service. Evaluation reports, progress notes, Individualized Family Service Plans, etc. must be made available upon request.
11. Participate in the monitoring activities as set forth by Nevada's IDEA Part C Office including but not limited to: Self-assessment, on-site monitoring, financial audits, and complaint investigation.
12. Provide Criminal background checks (required) for early intervention personnel providing direct services to young children with disabilities. Providers with signed agreements must inform their staff that employment is contingent on a clear criminal history investigation including a search of State and FBI criminal history records. Each person's fingerprints check must be initiated within the first 30 days of employment. If a search results in negative information, the program will determine what action is warranted. The charges associated with the background check including the fee are the responsibility of the early intervention provider or employee, not the State of Nevada, Aging and Disability Services Division.
13. Provide a full employment listing of all staff that provides early intervention services at their business. Quarterly, the State of Nevada, Aging and Disability Services Division is responsible for reporting any previous State employees to the Department of Health and Human Services. Current or Former State Employee Policy see State Administrative Manual (SAM), sections 322, 323 and 344.
14. Serve multiple counties within the state, which requires a mutual agreement between the State, Division of Aging and Disability Services and the Provider. Child referrals are contingent on the availability of funds. This is permissible with approval; but not required.
15. Make available for inspection all early intervention child records necessary to assure the appropriateness of payments to the Aging and Disability Services Division and the IDEA Part C Office. Such records shall include, but are not limited to, the following:
 - a. Financial information;
 - b. Child's evaluation and assessment reports;
 - c. Child's Individualized Family Service Plan;
 - d. Child Outcome Summary Data Forms;
 - e. Documentation of all services provided; and
 - f. Provider licensing and/or credentialing records

Reimbursement Provisions

1. Notify the State, Aging and Disability Services Division and IDEA Part C Office no later than July 1, October 1, January 1, and March 1 of the service provider's minimum service capacity for the respective quarter so referrals can be assigned according to the available funding allocated for each region. A service provider may request to be placed on hold from new referrals if the minimum service capacity has been reached and is mutually agreed upon by both parties. This is to support the provider for budget needs of their business and staffing, and to take into account their individual business needs and feedback.
2. Be enrolled as a Medicaid Provider (Fee for Service and HMO's) and bill for allowable Medicaid services. This is required.
3. Bill private insurance carriers with written parent consent. The provision of early intervention services is not contingent on written parent permission to bill private insurance carriers. This is permissive; but not required.
4. Submit billing invoices for only Part C referred children no later than the 10th day of the following month. Invoices should be routed to the regional office for verification, who in turn

will forward to Aging and Disability Services Administration for payment approval. Exclusions of reimbursement include: a) when a child is unavailable for early intervention services or cannot be located for more than 30 days from the date that the parents signed an IFSP, reimbursement is limited for only the first thirty days from the date of the parent's signature on the signed IFSP, b) for any child who is out-of-state for more than 30 days, IFSP reimbursement cannot be claimed for that child during this absence and 3) reimbursement cannot be claimed for any expired IFSP's.

5. Accept pro-rated payment in the event a child is transferred from one early intervention provider to another. If an active child is transferred from one early intervention provider to another due to circumstances outside of initial IFSP development and referral, then a pro-rated amount will apply to the program sending the child and to the program receiving the child. This procedure is followed to reduce the occurrence of the State paying "twice" the full amount for one specific child.
6. Accept IFSP monthly reimbursement rate in the instances when a child is referred with an active Individualized Family Service Plan (IFSP) to a provider and the agreed-upon remedies must continue after a child's third birthday. The program will be reimbursed at the IFSP monthly rate to remediate the delay of services.
7. Understand that any compensatory services that are owed to the family per the IFSP that are acquired under the debt of the service provider will not be reimbursed by the State of Nevada, Aging and Disability Services Division.
8. Understand that payment may be delayed for reasons including, but not limited to: a) Invoices that are not submitted correctly will be returned for corrections, b) major service program deficiencies have been identified by either Nevada IDEA Part C or State of Nevada, Aging and Disability Services Division and are awaiting acceptable correction, or c) have not completed required reports and submitted by established timelines.
9. Report any Medicaid and insurance reimbursements received from July-December and January –June. Reports are due every year no later than January 15th and July 15th.

Medical Transcription Services

Definition of Medical Transcription Services

Medical transcriptionists listen to voice recordings that physicians and other healthcare professionals make and convert them into written reports. They may also review and edit medical documents created using speech recognition technology. Transcriptionists interpret medical terminology and abbreviations in preparing patients' medical histories, discharge summaries, and other documents. Although certification is not required, some medical transcriptionists choose to become certified. The Association for Healthcare Documentation Integrity (www.ahdion.org) offers the Registered Healthcare Documentation Specialist (RHDS) and the Certified Healthcare Documentation Specialist (CHDS) certifications. The RHDS certification is for recent graduates with less than 2 years of experience and who work in a single specialty environment, such as a clinic or a doctor's office. The CHDS certification is for transcriptionists who have at least 2 years of experience and those who handle dictation in several medical specialties.

This service provider has demonstrated to Aging and Disability Services Division the ability to provide comprehensive medical transcription services. While certification is not required, it is preferred. The ability to provide the following services must be established in the application process. Proficiency will be verified by the NEIS Regional Manager.

The Service Provider agrees to:

Policies

1. Follow early intervention policies and procedures to ensure the privacy, health and safety of the clients, along with the integrity of the program.
2. Provide professional medical reports to include timely revisions and corrections.
3. Provider may contact the professional when needed to ensure components of the medical report is accurate and/or complete.
4. Serve multiple counties within the state, which requires mutual agreement between the State, Division of Aging and Disability Services and the Provider. If approved, the provider must commit to serving the county for a minimum of one year.
5. Make available for inspection all early intervention child records necessary to assure the appropriateness of payments to Aging and Disability Services Division and the IDEA Part C Office. Such records shall include, but not limited to, the following:
 - a. Financial information;
 - b. Child's evaluation and assessment reports;
 - c. Documentation of all services provided; and

- d. Provider licensing and/or credentialing records; if applicable.

Reimbursement Provisions

1. Submit billing invoices no later than the 10th day of the following month. Invoices should be routed to the appropriate regional office, under who's jurisdiction service were provided, for verification, who in turn will forward to Aging and Disability Services Administration for payment approval.
2. Accept that payment may be delayed for reasons including, but not limited to:
 - a. Invoices not submitted correctly will be returned for correction.
 - b. Major program deficiencies that have been identified by the IDEA Part C Office or State of Nevada, Aging and Disability Services Division and are waiting acceptable correction.
3. Provider has not completed and/or submitted required reports or timelines.

Language Interpretation and Translation Services

Definition of Language Interpretation and Translation Services

Interpreters and translators aid communication by converting message or text from one language into another language. Although some people do both, interpreting and translating are different professions: interpreters work with spoken communication, and translators work with written communication. This may include verbal interpretation and written translation of documents, in addition to participating in meetings with families to include: Individualized Family Service Plans, evaluations, and transition meetings.

To be qualified as a spoken language interpreter in Nevada (per NRS 656A.100):

1. Proof that the applicant is at least 18 years of age;
2. Proof that the applicant has complied with the requirements for education, training, experience and certification required for each professional classification of the practice of interpreting
3. The applicant is certified as an interpreter by a nationally recognized public or private organization which is approved by the Division or possesses the skills necessary to practice interpreting at a skilled level in a community setting; and

Applicant is listed in the Nevada Registry. Also, translators must read the original language fluently and usually translate only in their native language. Final approval will be determined by the NEIS Regional Manager.

To be qualified as an Interpreter for the Deaf in Nevada:

1. Ability to translate spoken language into American Sign Language or any other visual-gestural system of communication or vice versa;
2. Translate spoken language into a tactile method of sign language or vice versa;
3. Translate spoken language into an oral interpretation of the speaker's words by enunciating, repeating or rephrasing those words without using the voice to assist a person who is deaf or whose hearing is impaired in lip reading the information conveyed by the speaker;
4. Translate spoken language into a visual representation (i.e. for lip reading and/or cued speech);
5. Translating spoken English into a system of sign language that is based on the syntax of the English language (i.e. signing exact English) or vice versa; and
6. The use of any of the methods of interpreting or transliterating set forth in subsections 1 to 5, inclusive, by a person who is deaf or whose hearing is impaired to facilitate communication between another person who is deaf or whose hearing is impaired and an interpreter, or between two or more persons who are deaf or whose hearing is impaired.

Certified interpreters for the deaf are listed on the State of Nevada Registry of Interpreters for the Deaf (www.nvrid.org).

The Service Provider agrees to:

Policies

1. Provide Criminal background checks (required) for language interpretation staff working with young children with disabilities and/or families. Providers with signed agreements must inform their staff that employment is contingent on a clear criminal history investigation including a search of State and FBI criminal history records. Each person's fingerprints check must be initiated within the first 30 days of employment. If a search results in negative information, the program will determine what action is warranted. The charges associated with the background check including the fee are the responsibility of the agency or employee, not the State of Nevada, Aging and Disability Services Division.
2. Provide a full employment listing of all staff that provides language interpretation services provided by their business. Quarterly, the State of Nevada, Aging and Disability Services Division is responsible for reporting any previous state employees to the Department of Health and Human Services. Current or Former State Employee Policy see State Administrative Manual (SAM), sections 322, 323 and 344.
3. Serve multiple counties within the state, which requires mutual agreement between the State, Division of Aging and Disability Services and the Provider. This is permissible with approval, but not required.

Reimbursement Provisions

1. Submit billing invoices no later than the 10th day of the following month. Invoices should be routed to the appropriate regional office, under who's jurisdiction service were provided, for verification, who in turn will forward to Aging and Disability Services Administration for payment approval.
2. Accept that payment may be delayed for reasons including, but not limited to:
 - a. Invoices are not submitted correctly, they will be returned for corrections
 - b. Major service program deficiencies have been identified by either Nevada's Idea Part C Office or State of Nevada, Aging and Disability Services Division, and are waiting for acceptable correction
3. Provider has not completed and/or submitted reports by required timelines.

Individual Early Intervention Services

Definition of Individual Early Intervention Services

Individual Early Intervention Services include:

Audiology— Identification, evaluation and treatment for infants and toddlers with hearing loss provided by a licensed audiologist.

Assistive Technology— Any service that directly assists an infant or toddler with a special need in the selection, acquisition, or use of an assistive technology device provided by an early intervention discipline with training selecting and using assistive technology devices.

Family Training & Counseling— Services to assist the family of an infant or toddler with a disability in understanding the special needs of the child and enhancing the child's development provided by a social worker, psychologist, family therapist or other qualified personnel.

Health services— Services necessary to enable an otherwise eligible child to benefit from the other early intervention services listed provided by a physician, nurse or other healthcare provider.

Medical services— Services for diagnostic or evaluation purposes only provided by a licensed physician.

Nursing— Services that assess an infant or toddlers health status, provision of nursing services and administration of medications or treatment necessary for the child to participate in early intervention.

Nutrition— conducting individual assessments, developing and monitoring plans and making referrals to carry out nutritional goals provided by a registered dietician.

Occupational Therapy— Services to address the functional needs of an infant or toddler with a disability related to adaptive fine motor and sensory development provided by a licensed occupational therapist.

Physical Therapy— Services to address the promotion of sensorimotor function and gross motor development provided by a licensed physical therapist.

Psychological services— Administering and interpreting psychological and developmental evaluations and developing and managing a program of psychological services provided by a licensed child psychologist.

Sign language and cued language services: Teaching sign language, cued language and auditory/oral language to infants and toddlers who are hearing impaired provided by a certified Teacher of the Deaf.

Social Work— making home visits to evaluate a child's living conditions and patterns of parent-child interaction, assessing social or emotional development and family counseling provided by a licensed social worker.

Special Instruction— Designing learning environments, curriculum planning, family training and direct instruction to promote the infant's or toddler's acquisition of skills in a variety of developmental areas provided by a Developmental Specialist with a degree in Early Childhood Special Education.

Speech-language pathology— Identification of communication or language disorders and provision of services for the treatment of delays of the development of expressive or receptive communication skills provided by a certified speech-language pathologist.

Transportation and related costs— Includes the cost of travel and other costs that are necessary to enable an infant or toddler with a disability and the child's family to receive early intervention services.

Vision— Evaluation of visual functioning, referral to medical providers to address vision loss, pre-braille, and orientation and mobility training provided by a licensed Teacher of the Visually Impaired.

The Service Provider agrees to:

Policies

1. Ensure appropriate credentials and/or licenses required to provide specific services and to maintain the integrity of the Individualized Family Service Plan (IFSP) process through accurate and timely implementation of the services as mutually determined and agreed to by the IFSP Team and consented to in writing by the child's parent/legal guardian.
2. Ensure that services are family-centered, provided in home and community activities and settings, and culturally competent. Family members have an integral and equal role in service planning, supporting the child's participation in early intervention services and meeting the outcomes identified in the IFSP. This includes providing services to children and families in their native language or with an interpreter (the cost of which is the responsibility of the provider).

3. Participate in planning, development, review and revision of IFSPs for children covered under this Agreement as appropriate and in a timely and comprehensive manner according to the State and federal reporting deadlines.
4. Provide service(s) to eligible children and their families upon referral as set forth in the Individualized Family Service Plan (IFSP).
5. Accept and manage assignments according to mutually agreed upon service capacity schedule, unless an exception is mutually agreed upon by both parties.
6. Ensure that staff have and maintain appropriate credentialing or licensure specific to the therapy provided.
7. Deliver reports in a timely manner to assist with meeting timeline requirements of IDEA and the State of Nevada laws and policies related to implementing early intervention services.
8. Serve multiple counties within the state, which requires mutual agreement between the State, Division of Aging and Disability Services and the Provider. This is permissible with approval, but not required.

Reimbursement Provisions

1. Submit billing invoices for only Part C referred children no later than the 10th day of the following month. Invoices should be routed to the regional office for verification, who in turn will forward to Aging and Disability Services Administration for payment approval.
2. Accept that payment may be delayed for reasons including but not limited to: a) Invoices not submitted correctly will be returned for corrections, b) major service program deficiencies identified by either the IDEA Part C Office or State of Nevada, Aging and Disability Services Division that are awaiting acceptable correction, or c) required reports not meeting timelines that need to be turned in.

Signature Block

Service Provider/Organization Name_____

The Provider named above is a Service Provider of the following Provider Type (check one), and agrees to adhere to and comply with the requirements as identified in this Scope of Work:

- ☐ Comprehensive Early Intervention Services – Reference Pages 3 to 5
- ☐ Medical Transcription Services– Reference Pages 6 to 7
- ☐ Language Interpretation and Translation Services– Reference Pages 8 to 9
- ☐ Individual Early Intervention Services– Reference Pages 9 to 11

Service Provider Signature_____ Date_____

Mailing Address_____

City_____ State_____ Zip Code_____

Telephone Number_____

Fax Number_____

Email Address_____

ATTACHMENT BB
MINIMUM INSURANCE REQUIREMENTS

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Provider's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to: State of Nevada, Aging and Disability Services Division, 3416 Goni Road Building D Suite #132 Carson City, NV 89706, "Attention Contracts".

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to: State of Nevada, Aging and Disability Services Division, 3416 Goni Road Building D Suite #132 Carson City, NV 89706, "Attention Contracts". The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

SECTION B – PROFESSIONAL SERVICE AGREEMENTS

Professional Contracts – Working with Children/Elderly or Disabled Persons

Many professional services involve working with or caring for children, the elderly, physically or developmentally disabled people. When these clients are in the care, custody or control of the contractor it creates an additional risk of liability for the State because of the severe and sensitive nature of the possible allegations of wrong-doing.

When services involve working with these groups of individuals, the insurance requirements in the contract need to be revised to include coverage for **"sexual molestation and physical abuse"**.

Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, contractors whose services include working with and/or caring for children and disabled persons should have their policies specifically endorsed to include this coverage.

In addition to the standard requirements of general liability, automobile liability, professional liability and workers' compensation insurance, the specifications included in this section also require coverage for sexual molestation and physical abuse.

For those contracts where providers are involved in providing extensive in-home services, we have also included additional specifications for crime coverage. This coverage would be necessary to protect the client's loss of values or property. Crime policies should be endorsed to **include third party fidelity coverage** and list State of Nevada and the state clients' as **Loss Payee**.

Below is a reference checklist for your required insurance coverage:

VERIFICATION OF COVERAGE: Contractor shall furnish the State with certificates of insurance "(ACORD" form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

- ☐ 1. **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage and broad form contractual liability coverage.
- | | |
|---|-------------|
| a. General Aggregate | \$2,000,000 |
| b. Products -- Completed Operations Aggregate | \$1,000,000 |
| c. Personal and Advertising Injury | \$1,000,000 |
| d. Each Occurrence | \$1,000,000 |
- *The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
- ☐ 2. **Automobile Liability**
Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
- | | |
|--------------------------------|-------------|
| a. Combined Single Limit (CSL) | \$1,000,000 |
|--------------------------------|-------------|
- ☐ 3. **Worker's Compensation and Employers' Liability**
- | | |
|-----------------------------|-----------|
| a. Workers' Compensation | Statutory |
| b. Employers' Liability | |
| i. Each Accident | \$100,000 |
| ii. Disease – Each Employee | \$100,000 |
| iii. Disease – Policy Limit | \$500,000 |
- ☐ 4. **Professional Liability (Errors and Omissions Liability)**
The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.
- | | |
|---------------------|-------------|
| a. Each Claim | \$1,000,000 |
| b. Annual Aggregate | \$2,000,000 |
- ☐ 5. **Sexual molestation and physical abuse** \$100,000
- ☐ 6. **Fidelity Bond or Crime coverage** \$100,000
- ☐ 7. **Additional Insurance Requirements:**
The policies shall include, or be endorsed to include the following provisions:
- On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 - The Provider's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Independent Provider's Signature

Date

Title

Signature-State of Nevada

Date

Title

ATTACHMENT CC

Nevada Early Intervention Services Billing and Provider Services Manual

Process for Billing Claims of EI Community Providers

- ☐ A consistent billing claim spreadsheet will be completed for all Community Providers to complete and receive payment for active IFSPs provided monthly. Community providers are encouraged to implement an internal checks and balances to eliminate errors and redundancy and submit a 100% correct bill for payment. If the bill has discrepancies or needs corrections they will be noted on the cover sheet and returned for resubmission of an accurate bill before payment. Upon corrections, a new, accurate bill will be resubmitted by the Community Provider for payment in a timely manner. **Part C services shall be provided at no cost to the family.**

In order to ensure accuracy of the bill the following will be required:

- Community Provider will verify Active children from TRAC EOM Report and TRAC Exit Range report for the month of submission.
- All children must have "Active" status in TRAC within the current billing month
- TRAC data system will reflect "Exit with an IFSP" with correct exit date within current billing month.

- ☐ Information on the billing claim (cover sheet) to include:

1. Full name and billing address of provider
2. EIN# (tax ID#)
3. Invoice date and number
4. Month of service
5. Items descriptions will include:
 - Total number of Active IFSPs (Eliminate Comp from Billing cover sheet)
 - Grand Total amount of billing claim

- ☐ Spreadsheet will include the following information (see attached):

- Child's name
- Child's EI number
- Date of birth
- Cost per child:
- List children in Alphabetical Order
- Original Signature of preparer

- ☐ Community provider will mail or hand-deliver the completed billing claim to: the appropriate Nevada Early Intervention Services Program.

- ☐ Bills are due to the Aging and Disabilities Services Division by the 5th of the month for the previous month.
- ☐ Designated AA (NTBA Coordinator) will date stamp the billing claim when it is received.

- ☐ The NTBA Coordinator will receive the claim and run the EOM and Exit Range Report to reconcile the claim.
 - Discrepancies will be noted on the cover sheet of each bill and returned to community agency via e-mail within 3-5 working days. Clinical Program Manager will be copied on the e-mail. Community agency will make corrections and resubmit the accurate and re-totaled bill to NTBA coordinator within 3 working days.
 - If returned for corrections- Email subject line will be: Returned bill program name with date
 - If accepted for payment- Email subject line will be: Verified bill program name with date

- ☐ The claim will be reviewed by the Program manager or supervisor back up, and then sent on to the ASO via e mail and hard copies placed in mail within 3 working days after resubmission of final accurate bill.

NEIS Provider Agreements Monthly Claim Summary and Notes Procedure

Provider Agreement Claim Summary:

- Information needs to be completed on the entire form, please do internal checks for accuracy.
- Please provide accurate Vendor ID number and assign an invoice number.
- Claim Summary will be submitted to NEIS on the 15th of each month for the prior month of service.
- Date entry will reflect prior month of service.
- Cannot have entries from 2 months on same claim summary, keep months separate.
- If omission from prior month submit error on separate claim and label clearly "Exception Report"
- Service dates need to be in chronological order. Errors will be returned for correction.
- Description and Child ID (TRAC) numbers are required for each entry
- CPT code, rate and totals are required fields.
- Sign original signature on provider signature line.
- Save copy of original claim summary if formulas become corrupt. Replace with the original

Billing Log:

A billing note is required for each service date on your summary form (see attached NEIS community provider billing note) if you choose to use our standard form for your notes. It includes all the required information on it. You could customize it with your letterhead.

Providers can choose to utilize their own billing log. If you use your own billing log format the following information will be **required** on each billing note:

- Your Business name, address, fax and e mail, aka letterhead
- Childs' name: Last, First
- TRAC EI Code
- Service Coordinator Name (not initials)
- Visit Type (Comp/Regular) Comp Visit number on note i.e.: Comp visit 1 of 6, etc.
- Duration in minutes. Including start and end time
- Primary ICD-9 (will not apply to you)
- Primary CPT- Standard for your Agency
- Primary Description-Standard for your agency
- Secondary CPT, if used add on a separate line on the billing note
- Notes Section
- Signature and Printed name, date

Billing notes or Claim Summaries with errors or missing any of the required information will be returned to your agency for completion. Place all information on your billing log. Do not submit any additional or separate lists.

Submit Claim Summaries by mail, FedEx or drop off by the 15th of each month to NEIS Fiscal.

Provider Agreement Claim Summary

Invoice Number: _____

ONE INVOICE NUMBER PER SERVICE PERIOD

Date:

Name:

Adress:

City, State, Zip:

Job Title:

Vendor Number:

Page 2 of

LIST SERVICES IN CHRONOLOGICAL ORDER

[illegible]

Total Child Services min Non Child Services n

Refer to Attachment CC for CPT Codes and Rates

formation is correct to the best of my knowledge,

Provider Signature: _____ Date: _____

EIS Supervisor Signature: _____ Date: _____

Child Svc hrs	Non-child Svc hr	total hours
----------------------	-------------------------	--------------------

rev 12-2011lqd

State of Nevada Early Intervention Provider Bill

Program Name: _____

Address: _____

Services Month of Bill: _____

Prepared By: _____

Mail/Email Completed form to:
 NEIS, Attention NTBA Coordinator
 Elko, Las Vegas, Reno, Carson City

NEIS STAFF ONLY:

NTBA Coordinator-Signed _____

Date Received _____

Children-Active Current Month-Alphabetical						
#	El #	Last Name	First Name	DOB	Current IFSP	Amount
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
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23						
24						
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26						
27						
28						
29						
30						
31						
32						
33						
34						
35						
						\$ -

This report is true and correct to the best of my knowledge.

Printed Name: _____

Signature: _____ **Date:** _____

Nevada Early Intervention Services Rates List

Service	Amount	Approval
Comprehensive Services	\$565/month*	Health Program Manager
Intensive Behavioral Services Rate includes BCBA and not certified	Up to \$24.20/ 15 minutes Cancellation** - Not to exceed \$20	Health Program Manager
Instructional Aid	Up to \$6.50/ 15 minutes Cancellation** - Not to exceed \$10	
Assistive Technology	Up to \$30/ 15 minutes Cancellation** --- Not to exceed \$20	Health Program Manager
Family Training & Counseling		
Health services		
Nursing		
Nutrition		
Occupational Therapy		
Physical Therapy		
Psychological services		
Social Work		
Special Instruction		
Speech-language pathology		
Transportation		
Vision		
Rural Differential Fee for Service	Up to \$30/session Cancellation—Not to exceed \$20	Health Program Manager
Medical (diagnostic or evaluation)	Up to \$190/hour	Clinical Program Manager II
Medical transcription services and revisions	.10 (ten cents)/ per line not to exceed \$5.85/ per page	Health Program Manager
Sign language and cued language instruction	Up to \$20.00 / 15 minutes per individual Up to \$100/ hour per group, but additional \$10 per individual after group of 10	Health Program Manager
Mandatory meetings/trainings Child Reviews/Team Meetings	Up to \$30/ 15 minutes	Health Program Manager
Audiology Onsite: Offsite:	Up to \$30/ 15 minutes Up to \$150/service	Health Program Manager

*For a child transferring or exiting on or before the 15th (30 days in the month)/16th (31 days in the month) of the month \$282.50 is paid.

**Cancellation per session: Less than one business day notification of cancellation or no-show from family or provider; not to exceed one unit per child, per visit.

May only bill for cancellation if service is not made up within the same month; if a family no-shows or cancels, then these appointments are not be made up.

ATTACHMENT DD
STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES

BUSINESS ASSOCIATE ADDENDUM BETWEEN

The Department of Health and Human Services
Herein after referred to as the "Covered Entity"

and

Herein after referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5 this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA Regulations; and

WHEREAS, Business Associate may have access to and/or create, receive, maintain or transmit certain protected health information from or on behalf of the Covered Entity, in fulfilling its responsibilities under such arrangement; and

WHEREAS, HIPAA Regulations require the Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information; and

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

I. **DEFINITIONS.** The following terms in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

1. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
2. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
3. **Covered Entity** shall mean the HIPAA covered components of the Department listed above (Aging & Disability Services, Child and Family Services, Division of Public and Behavioral Health, Division of Health Care Financing & Policy) and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.

4. **Parties** shall mean the Business Associate and the Covered Entity.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the individual that is maintained in a designated record set by the Business Associate or its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall notify the Covered Entity immediately and provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently, to the extent that it is permitted to do so by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations by Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose

unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.

9. **Breach Pattern or Practice by Covered Entity.** Pursuant to HIPAA Regulations, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by Business Associate of HIPAA Regulations or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records

must document each employee that received training and the date the training was provided or received.

17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of HIPAA Regulations.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

The Business Associate agrees to these general use and disclosure provisions:

1. Permitted Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA Regulations, if done by the Covered Entity.
- b. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with HIPAA Regulations.
- c. Except as otherwise limited by this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.

2. Prohibited Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with HIPAA Regulations.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, unless the Covered Entity obtained a valid authorization, in accordance with HIPAA Regulations that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF THE COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with HIPAA Regulations, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health

information in any manner that would not be permissible under HIPAA Regulations, if done by the Covered Entity.

V. TERM AND TERMINATION

1. **Effect of Termination:**

- a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
 - b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
 - c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents or employees of the Business Associate.
2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or if it is not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Contract that any conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

IN WITNESS WHEREOF, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth below.

COVERED ENTITY

Aging and Disability Services Division

3416 Goni Road, Building D-132

Carson City, NV 89706

(775) 687-0532

(Authorized Signature)

JANE GRUNER

Administrator

(Date)

BUSINESS ASSOCIATE

(Business Name)

(Business Address) (City,

State and Zip Code)

(Business Phone Number)

(Business FAX Number)

(Authorized Signature)

(Print Name)

(Title)

(Date)

Aging and Disability Services Division
Provider Services Application
Nevada Early Intervention Services (NEIS) & Autism Treatment Assistance Program (ATAP)
ATTACHMENT EE

*All questions must be completed by **all providers** unless otherwise marked. **Attach additional sheets** if necessary to answer each question completely. Each additional sheet must display the **relevant question number** from the Application and must be **signed by the provider** or authorized representative.*

Application Type (Circle one): New Renewal/Adding services to an existing agreement Ownership Change (fill out new vendor registration with the Nevada State Controller's Office and contact Aging & Disability Services for additional "Assignment of Provider Amendment" form

Indicate below which services you are enrolling to provide for:
Nevada Early Intervention Services (NEIS) or Autism Treatment Assistance Program (ATAP)

☐ Comprehensive Early Intervention Services (For All 16 Services)

For Individual Services, Circle Choices Below

☐ Therapy/Medical Services - Assistive Technology Services/Assistive Technology Devices, Audiology Services, Family Training/Counseling/Home Visits, Health Services, Medical Services (*for diagnostic only*), Nursing Services, Nutrition Services, Occupational Therapy Services, Physical Therapy Services, Psychological Services, (including Intensive Behavioral Services) Service Coordination Services, Social Work Services, Special Instruction Services, Speech-Language Pathology, Transportation and Related Costs, Vision Services

☐ Medical Transcription Services

☐ Language Interpreter (Speech or Sign)

☐ Autism Treatment Assistance Program (ATAP*)

*ATAP providers *must* have a Board Certified Behavior Analyst or a Licensed Psychologist on staff

Section 1: General Information

1. Business owner (or individual provider) Name:

2. Provider Date of Birth (*for individual providers only*):

3. Tax Identifier (*Federal Tax ID Number-list last four digits only*):

4. Check the box that most closely describes the entity you are enrolling:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Individual Provider | <input type="checkbox"/> Hospital-based Physician | <input type="checkbox"/> Provider Group | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partner | <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Managed Care Organization | <input type="checkbox"/> Non-Profit | <input type="checkbox"/> Indian Health Services | |

5. Legal Name as Registered with the Internal Revenue Service (IRS):

6. Doing Business As:

7. Nevada Secretary of State Registered Name:

8. Nevada Secretary of State Issued Business ID :

9. Medicaid Provider Number, if applicable:

10. Physical location of the practice/business/facility. This must be a street address and NOT a post office box.

Address (Line 1):

Address (City, State, Zip and COUNTY):

Office Phone:

Extension:

E-mail Address:

Fax:

TTY Phone:

Mailing Address if different from physical:

Address (Line 1):

Address (City, State, Zip and County):

11. Enter the following information for your professional license (s) that pertains to the service(s) you wish to provide.

Professional License Number:

Name of Issuing Licensing Board, State or Entity:

Professional License Number:

Name of Issuing Licensing Board, State or Entity:

Professional License Number:

Name of Issuing Licensing Board, State or Entity:

Section 2: Background Information and Disclosure

12. Have you or any owner, administrator, manager or employee ever been convicted of a misdemeanor, gross misdemeanor or felony? ☐ Yes ☐ No If yes, provide the following information for each conviction.

Name Used When Convicted:

Date of Conviction:

Charges:

Disposition:

Conditions of Parole/Probation:

Have you or any owner, administrator, manager or employee ever been placed on the Federal Office of Inspector General, Health and Human Service (OIG/HHS) exclusion list or otherwise been suspended or debarred from participation in Medicare, Medicaid, Title XVIII or Title XIX programs since the inception of these programs?

If yes, provide the following information related to the sanction.

Name Used When Sanctioned:

Provider ID Number(s):

Group ID Number(s):

Sanction Effective Date: Reinstatement Date:

13. If you or any owner, administrator, manager or employee has had any professional, business or accreditation license/certificate denied, suspended, restricted or revoked, complete the following for each instance.

Denial/Suspension/Restriction/Revocation From and To Dates:

Explanation:

14. Are you or any owner, administrator, manager or employee, a state current employee or state former employee within the last two years? If yes, complete the following:

Individual's Name:

Dates of Employment:

Agency of Employment:

Title:

Declaration – For All Providers

I declare under penalty of perjury under the laws of the State of Nevada that the information in **this document and any attachments are true, accurate and complete** to the best of my knowledge and belief. I declare that I have the authority to legally bind the provider(s) listed on this Application. I understand that Aging and Disability Services Division (ADSD) will rely on this information in entering into or continuing a Service Provider Agreement and that this form will be incorporated into and become a part of my ADSD Service Provider Agreement.

I understand that I am required to **notify ADSD within five days** of changes to information on this Application. I understand that **I am responsible for the presentation of true, accurate and complete information on all invoices/claims** submitted. I further understand that payment and satisfaction of these claims will be from Federal and State funds and that false claims, statements, documents or concealment of material facts may be prosecuted under applicable Federal and State laws.

Use dark blue or black ink only. This Application and corresponding contract must be dated within the last 60 days. The person signing below is the (check all that apply): ☐ Provider ☐ Authorized Administrator ☐ Business Owner

Signature:

Date:

Print Name:

Return completed agreement to Aging and Disability Services Division located at:

3416 Goni Road, D-132
Carson City, Nevada 89706
Phone: 775-687-4210

Internal Use Only: Status of Approval

Comprehensive Early Intervention Services (All 16 Services)

☐ Yes ☐ No

Therapy/Medical Services (Circle approved services)

Assistive Technology, Audiology, Family Training/Counseling/home Visits, Health, Medical,
Nursing, Nutrition, Occupational, Physical, Psychological, Service Coordination, Social Work,
Special Instruction, Speech-Language Pathology, Transportation and Related Costs, Vision.

Medical Transcription Services ☐ Yes ☐ No

Language Interpreter (Speech or Sign) ☐ Yes ☐ No

Autism Treatment Assistance Program (ATAP)

☐ Yes ☐ No

STATE OF NEVADA

VENDOR REGISTRATION



Mail or fax to:
STATE CONTROLLER'S OFFICE
 555 E WASHINGTON AVE STE 4300
 LAS VEGAS NV 89101-1071
PHONE: 702/486-3810 or 702/486-3856
FAX: 702/486-3813

All sections are mandatory and require completion. IRS Form W-9 will not be accepted in lieu of this form.

1. NAME For proprietorship, provide proprietor's name in first box and DBA in second box.

Legal Business Name, Proprietor's Name or Individual's Name	Doing Business As (DBA)
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2. ADDRESS/CONTACT INFORMATION

Address A – Physical address of

☐ Company Headquarters ☐ Individual's Residence

Is this a US Post Office deliverable address? ☐ Yes ☐ No

Address B

☐ Additional Remittance – PO Box, Lockbox or another physical location.

Address			Address		
Address			Address		
City	State	Zip Code	City	State	Zip Code
E-mail Address			E-mail Address		
Phone Number	Fax Number		Phone Number	Fax Number	
Primary Contact			Primary Contact		

3. ORGANIZATION TYPE AND TAX IDENTIFICATION NUMBER (TIN) Check only **one** organization type and supply the applicable Social Security Number (SSN) or Employee Identification Number (EIN). **For proprietorship, provide SSN or EIN, not both.**

<input type="checkbox"/> Individual (SSN) <input type="checkbox"/> Sole Proprietorship (SSN or EIN) <input type="checkbox"/> Partnership (EIN) <input type="checkbox"/> Corporation (EIN) <input type="checkbox"/> Government (EIN) <input type="checkbox"/> Tax Exempt/Nonprofit (EIN) <input type="checkbox"/> Trust/estate (SSN or EIN)	<input type="checkbox"/> LLC tax classification: <input type="checkbox"/> Disregarded Entity <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	SSN
		Name associated with SSN:
		EIN
		New TIN? <input type="checkbox"/> No <input type="checkbox"/> Yes – Provide previous TIN & effective date. Previous TIN: _____ Date: _____

OTHER INFORMATION Check **all** that apply.

<input type="checkbox"/> Doctor or Medical Facility	<input type="checkbox"/> In-State (Nevada)	<input type="checkbox"/> Nevada Business License Number:
<input type="checkbox"/> Attorney or Legal Facility	<input type="checkbox"/> DBE Certificate #:	

4. ELECTRONIC FUNDS TRANSFER *Per NRS 227, payment to all payees of the State of Nevada will be electronic.*

Complete the following information **AND** provide a copy of a voided imprinted check for the account. If there are no checks for the account, restate the bank information on company letterhead. Individuals may provide a signed letter. **A deposit slip will not be accepted.** For a savings account, provide a signed letter with the bank information. Information on this form and the support documentation **must match**. Allow 10 working days for activation.

The information is for address <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> Both		
Bank Name	Bank Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings	Provide an e-mail address for receiving Direct Deposit Remittance Advices.
Transit Routing Number	Bank Account Number	

☐ Do not have a bank account.

5. IRS FORM W-9 CERTIFICATION AND SIGNATURE

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am a U.S. citizen or other U.S. person (as defined by IRS Form W-9 rev January 2011).

Cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature	Print Name & Title of Person Signing Form	Date
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FOR STATE CONTROLLER'S OFFICE USE ONLY

Primary 1099 Vendor ☐ 1099 Indicator ☐ Yes ☐ No
 Entered By _____ Date _____

Name of State agency
 contact & phone number:

 Comments _____

Registration Instructions

General Instructions:

1. The substitute IRS Form W-9 is for the use of United States entities only. Non-US entities must submit an IRS Form W-8.
2. Type or legibly print all information except for signature.
3. All sections are mandatory and require completion.

Specific Information:

1. NAME

- a. Partnership, Corporation, Government or Nonprofit – Enter legal business name as registered with the Internal Revenue Service (IRS) in first box. If the company operates under another name, provide it in the second box.
- b. Proprietorship – Enter the proprietor's name in the first box and the business name (DBA) in the second box.
- c. Individual – Name must be as registered with the Social Security Administration (SSA) for the Social Security number (SSN) listed in Section 3.

2. ADDRESS/CONTACT INFORMATION

- a. Address A – *If the address is non-deliverable by the United States Postal Service, complete both Address A and B sections.*
Company – Provide physical location of company headquarters.
Individual – Provide physical location of residence.
E-mail – Provide complete e-mail address when available.
Telephone Number – Include area code.
Fax Number – Include area code.
Primary Contact – Person (and phone number or extension) to be contacted for payment-related questions or issues.
- b. Address B – Provide additional remittance address and related information when appropriate.

3. ORGANIZATION TYPE AND TAX IDENTIFICATION NUMBER (TIN)

- a. Individual – A person that has no association with a business.
- b. Proprietorship – A business owned by one person.
- c. Partnership – A business with more than one owner and not a corporation.
- d. Corporation – A business that may have many owners with each owner liable only for the amount of his investment in the business.
- e. LLC – Limited Liability Company. **Must mark appropriate classification – disregarded entity, partnership or corporation.**
- f. Government – The federal government, a state or local government, or instrumentality, agency, or subdivision thereof.
- g. Tax Exempt/Nonprofit – Organization exempt from federal income tax under section 501(a) or 501(c)(3) of the Internal Revenue Code.
- h. Doctor or Medical Facility – Person or facility related to practice of medicine.
- i. Attorney or Legal Facility – Person or facility related to practice of law.
- j. In-state – Nevada entity.
- k. Disadvantaged Business Enterprise (DBE) – A small business enterprise that is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals. **Provide certification number.** See <http://www.nevadadbce.com> for certification information.
- l. Nevada Business License number – Current NV business license number which was issued by the NV Secretary of State.
- m. The Taxpayer Identification Number (TIN) is always a 9-digit number. It will be a Social Security Number (SSN) assigned to an individual by the SSA or an Employer Identification Number (EIN) assigned to a business or other entity by the IRS.
Per the IRS, use the owner's social security number for a proprietorship.

4. ELECTRONIC FUNDS TRANSFER

Per NRS 227, payment to all payees of the State of Nevada will be electronic. Provide a copy of a voided imprinted check or restate bank information on letterhead. **A deposit slip will not be accepted.** Information on this form and the support documentation **must match.**

- a. Bank Name – The name of the bank where account is held.
- b. Bank Account Type – Indicate whether the account is checking or savings.
- c. Transit Routing Number – Enter the 9-digit Transit Routing Number.
- d. Bank Account Number – Enter bank account number.
- e. Direct Deposit Remittance Advice – Direct Deposit Remittance Advices are sent via e-mail when possible. Companies should provide an address that will not change, i.e. accounting@business.com.

5. IRS FORM W-9 CERTIFICATION AND SIGNATURE

- a. The Certification is copied from IRS Form W-9 (rev. January 2011). See IRS Form W-9 for further information.
- b. The Signature should be provided by the individual, owner, officer, legal representative or other authorized person of the entity listed on the form.
- c. Print the name and title, when applicable, of the person signing the form.
- d. Enter the date the form was signed. Forms over three years old will not be processed.

Do not complete any remaining areas. They are for State of Nevada use only.

Mail or Fax signed form to:

NEVADA STATE CONTROLLER'S OFFICE
555 E WASHINGTON AVE STE 4300
LAS VEGAS NV 89101-1071
Fax: 702/486-3813

Sending to any other location will delay processing.

Questions can be directed to 702/486-3810 or 702/486-3856 or e-mailed to vendordesk@controller.state.nv.us.

**This form is to be used if the awarded vendor is a sole proprietor and rejects the State's requirement of
Workers Compensation.**

Contact Risk Management for assistance at (775) 687-3188.

DEPARTMENT OF ADMINISTRATION

RISK MANAGEMENT

AFFIDAVIT OF REJECTION OF INDUSTRIAL INSURANCE COVERAGE

STATE OF _____)
) ss.
_____ COUNTY)

I, _____, being first duly sworn, depose and state as follows under penalty of perjury, and by my initials on each paragraph, I certify that I have read and understand each paragraph.

1. I make this affidavit for the purpose of rejecting industrial insurance coverage, pursuant to NRS 616B.627 and NRS 617.210, in connection with entering into a Contract with the State of Nevada or political subdivision of the State of Nevada. After reviewing those statutes and the definitions of "sole proprietor" in NRS 616A.310 and NRS 617.145, I believe I qualify to reject industrial insurance coverage, and I covenant that I will not knowingly do anything that would disqualify me from rejecting industrial insurance under those statutes, without first withdrawing this Affidavit of Rejection and obtaining all statutorily required industrial insurance coverage. _____

2. I am a sole proprietor, as defined by NRS 616A.310 and NRS 617.145, who will not use the services of any employees, subcontractors, or independent contractors in the performance of this Contract with the State of Nevada. _____

3. In accordance with the provisions of NRS 616B.659, I have elected to reject the industrial insurance terms, conditions, and provisions of NRS Chapters 616A to 616D inclusive. By doing so I acknowledge that if I incur an industrial injury or occupational disease in the performance of this Contract that I waive and will be disqualified to receive any workers' compensation coverage pursuant to Nevada law or the laws of any other state where I have waived coverage. _____

4. In accordance with the provisions of NRS 617.225, I have elected to reject the workers' compensation terms, conditions, and the provisions of NRS Chapter 617 as it relates to occupational diseases. By doing so, I acknowledge that if I incur an industrial injury or occupational disease in the performance of this Contract that I waive and will be disqualified to receive any workers' compensation or occupational disease benefits pursuant to Nevada law or the laws of any other state where I have waived coverage. _____

5. I acknowledge that the State of Nevada will not be considered to be my employer or the employer of my employees, subcontractors or independent contractors, if any; and that the State of Nevada is not liable as a principal contractor to me or my employees, subcontractors or independent contractors for any compensation or other damages as a result of an industrial injury or occupational disease incurred

in the performance of this Contract. _____

6. I acknowledge that by signing this waiver I am not eligible for any workers' compensation or occupational disease benefits that I may be otherwise eligible, in the performance of this Contract. I acknowledge that should I incur any industrial injury or occupational disease in the performance of this Contract that I will be responsible for any costs, including medical, disability and rehabilitation benefits that I may incur. _____

7. Prior to executing this affidavit, I have had a full and fair opportunity to answer any questions I may have had regarding industrial insurance or occupational disease benefits and liabilities under Nevada law, including the opportunity to consult with counsel of my choice, and this Waiver is made with full knowledge of any liabilities that may incur. _____

8. I have read the provisions of NRS Chapters 616A to 616D, inclusive, and NRS Chapter 617 and I am otherwise in compliance with the terms, conditions and provisions thereof. _____

9. I, _____, do hereby swear under penalty of perjury that the assertions of this affidavit are true. _____

NAME

SUBSCRIBED and SWORN to before me

by _____

this ____ day of _____ 20____.

Notary Public, in and for said
County and State

DEFINITIONS
OF THE
SIXTEEN APPROPRIATE EARLY INTERVENTION SERVICES
PER FEDERAL REGULATIONS

Note: TCPT indicates the CPT code to be used for EI Services

01. ASSISTIVE TECHNOLOGY SERVICES:

Assistive Technology Services means a service that directly assists a child with a disability in the selection, acquisition, or use of an assistive technology device.

Assistive Technology Services include:

*the evaluation of the needs of a child with a disability, including a functional evaluation of the child in the child's customary environment;
(TCPT: 01001)

*purchasing, leasing, or otherwise providing for the acquisition of assistive technology devices by children with disabilities;
(TCPT: 01002)

*selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing assistive technology devices;
(TCPT: 01003)

*coordinating and using other therapies, interventions, or services with assistive technology devices, such as those associated with existing education and rehabilitation plans and programs;
(TCPT: 01004)

*training or technical assistance for a child with disabilities, or, if appropriate, that child's family; and
(TCPT: 01005)

*training or technical assistance for professionals (including individuals providing early intervention services), or other individuals who provide services to or are otherwise substantially involved in the major life functions of individuals with disabilities.
(TCPT: 01006)

ASSISTIVE TECHNOLOGY DEVICES:

Assistive Technology Device means any item, piece of equipment, or product systems, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of children with disabilities.

02. AUDIOLOGY SERVICES:

Audiology includes:

*Identification of children with auditory impairment, using at risk criteria and appropriate audiologic screening techniques; (TCPT: 02001)

*Determination of the range, nature, and degree of hearing loss and communication functions, by use of audiological evaluation procedures; (TCPT: 02002)

*Referral for medical and other services necessary for the habilitation or rehabilitation of children with auditory impairment; (TCPT: 02003)

*Provision of auditory training, aural rehabilitation, speech reading and listening device orientation and training, and other services; (TCPT: 02004)

*Provision of services for prevention of hearing loss; (TCPT: 02005)

*Determination of the child's need for individual amplification, including selecting, fitting, and dispensing appropriate listening and vibrotactile devices, and evaluating the effectiveness of those devices. (TCPT: 02006)

03. FAMILY TRAINING, COUNSELING, AND HOME VISITS:

Family Training, Counseling, and Home Visits means services provided, as appropriate, by social workers, psychologists, and other qualified personnel to assist the family of a child eligible under this part in understanding the special needs of the child and enhancing the child's development.

* Family training (TCPT: 03001)

* Counseling (TCPT: 03002)

* Home visits (TCPT: 03003)

04. HEALTH SERVICES:

Health Services means services necessary to enable a child to benefit from the other early intervention services under this part during the time that the child is receiving the other early intervention services.

The term includes:

*Such services as clean intermittent catheterization, tracheostomy care, tube feeding, the changing of dressings or colostomy collection bags, and other health services; and (TCPT: 04001)

*Consultation by physicians with other service providers concerning the special health care needs of eligible children that will need to be addressed in the course of providing other early intervention services. (TCPT: 04002)

THE TERM DOES NOT INCLUDE THE FOLLOWING:

Services that are--

*Surgical in nature (such as cleft palate surgery, surgery for club foot, or the shunting of hydrocephalus); or

*Purely medical in nature (such as hospitalization for management of congenital heart ailments, or the prescribing of medicine or drugs for any purpose).

*Devices necessary to control or treat a medical condition.

*Medical-health services (such as immunizations and regular well baby care) that are routinely recommended for all children.

05. MEDICAL SERVICES:

Medical Services only for DIAGNOSTIC OR EVALUATION PURPOSES means services provided by a licensed physician to determine a child's developmental status and need for early intervention services.

* Diagnostic purposes (TCPT: 05001)

* Evaluation purposes (TCPT: 05002)

06. NURSING SERVICES:

Nursing Services includes:

*The assessment of health status for the purpose of providing nursing care, including the identification of patterns of human response to actual or potential health problems; (TCPT: 06001)

*Provision of nursing care to prevent health problems, restore or improve functioning, and promote optimal health and development; and (TCPT: 06002)

*Administration of medications, treatments, and regimens prescribed by a licensed physician. (TCPT: 06003)

07. NUTRITION SERVICES:

Nutrition Services includes:

*Conducting individual assessments in:

*Nutritional history and dietary intake;

*Anthropometric, biochemical, and clinical variables;

*Feeding skills and feeding problems; and

*Food habits and food preferences.

(TCPT: 07001)

*Developing and monitoring appropriate plans to address the nutritional needs of children eligible under this part, based on the findings of the individual nutritional assessment. (TCPT: 07002)

*Making referrals to appropriate community resources to carry out nutritional goals. (TCPT: 07003)

08. OCCUPATIONAL THERAPY:

Occupational Therapy includes services to address the functional needs of a child related to adaptive development, adaptive behavior and play, and sensory, motor, and postural development. These services are designed to improve the child's functional ability to perform tasks in home, school, and community settings, and include--

*Identification, assessment and intervention; (TCPT: 08001)

*Adaptation of the environment, and selection, design and fabrication of assistive and orthotic devices to facilitate development and promote the acquisition of functional skills; and (TCPT: 08002)

*Prevention or minimization of the impact of initial or future impairment, delay in development, or loss of functional ability. (TCPT: 08003)

09. PHYSICAL THERAPY SERVICES:

Physical therapy includes services to address the promotion of sensorimotor function through enhancement of musculo-skeletal status, neurobehavioral organization, perceptual and motor development, cardiopulmonary status, and effective environmental adaptation. These services include:

*Screening, evaluation, and assessment of infants and toddlers to identify movement dysfunction: (TCPT: 09001)

*Obtaining, interpreting, and integrating information appropriate to program planning, to prevent, alleviate, or compensate for movement dysfunction and related functional problems; and (TCPT: 09002)

*Providing individual and group services or treatment to prevent, alleviate, or compensate for movement dysfunction and related functional problems. (TCPT: 09003)

10. PSYCHOLOGICAL SERVICES:
Psychological services includes:

- *Administering psychological and developmental tests and other assessment procedures; (TCPT: 10001)
- *Interpreting assessment results; (TCPT: 10002)
- *Obtaining, integrating, and interpreting information about child behavior, and child and family conditions related to learning, mental health, and development; and (TCPT: 10003)
- *Planning and managing a program of psychological services, including psychological counseling for children and parents, family counseling, consultation on child development, parent training, and education programs. (TCPT: 10004)

11. SERVICE COORDINATION SERVICES: (TCPT: 11000)
(This TCPT code includes all procedures under this service.)

Service Coordination Services means assistance and services provided by a service coordinator to a child eligible under this part and the child's family to receive the rights, procedural safeguards, and services that are authorized to be provided under the State's early intervention program.

Service Coordination Services includes:

- *Coordinating all services across agency lines; and
- *Serving as the single point of contact in helping parents to obtain the services and assistance they need.
- *Assisting parents of eligible children in gaining access to the early intervention services and other services identified in the IFSP;
- *Coordinating the provision of early intervention services and other services (such as medical services for other than diagnostic and evaluation purposes) that the child needs or is being provided.
- *Facilitating the timely delivery of available services; and
- *Continuously seeking the appropriate services and situations necessary to benefit the development of each child being served for the duration of the child's eligibility.
- *Coordinating the performance of evaluations and assessments;
- *Facilitating and participating in the development, review, and evaluation of IFSPs;

- *Assisting families in identifying available service providers;
- *Coordinating and monitoring the delivery of available services;
- *Informing families of the availability of advocacy Services;
- *Coordinating with medical and health providers; and
- *Facilitating the development of a transition plan to preschool services, if appropriate.

12. SOCIAL WORK SERVICES:

Social Work Services includes:

- *Making home visits to evaluate a child's living conditions and patterns of parent-child interaction; (TCPT: 12001)
- *Preparing a social or emotional developmental assessment of the child within the family context; (TCPT: 12002)
- *Providing individual and family-group counseling with parents and other family members, and appropriate social skill-building activities with the child and parents; (TCPT: 12003)
- *Working with those problems in a child's and family's living situation (home, community, and any center where early intervention services are provided) that affect the child's maximum utilization of early intervention services; and (TCPT: 12004)
- *Identifying, mobilizing, and coordinating community resources and services to enable the child and family to receive maximum benefit from early intervention services. (TCPT: 12005)

13. SPECIAL INSTRUCTION SERVICES: (TCPT: 13000)

(This TCPT code includes all procedures under this service.)
Special Instruction includes:

- *The design of learning environments and activities that promote the child's acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction;
- *Curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child's IFSP;

*Providing families with information, skills, and support related to enhancing the skill development of the child; and

*Working with the child to enhance the child's development.

14. SPEECH-LANGUAGE PATHOLOGY:

Speech-Language Pathology includes:

*Identification of children with communicative or oropharyngeal disorders and delays in development of communication skills, including the diagnosis and appraisal of specific disorders and delays in those skills; (TCPT: 14001)

*Referral for medical or other professional services necessary for the habilitation or rehabilitation of children with communicative or oropharyngeal disorders and delays in development of communication skills; and (TCPT: 14002)

*Provision of services for the habilitation, rehabilitation, or prevention of communicative or oropharyngeal disorders and delays in development of communication skills. (TCPT: 14003)

15. TRANSPORTATION AND RELATED COSTS: (TCPT: 15000)

(This TCPT code includes all procedures under this service.)

Transportation and related costs includes the cost of travel (e.g., mileage, or travel by taxi, common carrier, or other means) and other costs (e.g., tolls and parking expenses) that are necessary to enable a child eligible under this part and the child's family to receive early intervention services.

FOR EXAMPLE, if the child and family were provided transportation to an audiologist then the service should be counted under transportation, NOT audiology.

16. VISION SERVICES:

Vision Services means:

*Evaluation and assessment of visual functioning, including the diagnosis and appraisal of specific visual disorders, delays, and abilities: (TCPT: 16001)

*Referral for medical or other professional services necessary for the habilitation or rehabilitation of visual functioning disorders, or both; and (TCPT: 16002)

*Communication skills training, orientations and mobility training for all environments, visual training, independent living skills training, and additional training necessary to activate visual motor abilities. (TCPT: 16003)